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#### **Contract Database Metadata Elements**

Title: **North Babylon Union Free School District and North Babylon Custodian-Bus Driver Unit, International Brotherhood of Teamsters (IBT), AFL-CIO, Local 237 (2011)**

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Union: **North Babylon Custodian-Bus Driver Unit, International Brotherhood of Teamsters (IBT), AFL-CIO**

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**AGREEMENT**

**between the**

**NORTH BABYLON BOARD OF EDUCATION**

**and the**

**CUSTODIAN, CUSTODIAN-BUS DRIVER ASSOCIATION**

**LOCAL 237 INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**North Babylon Union Free School District**

**North Babylon, New York**

**July 1, 2011 - June 30, 2017**



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## PREAMBLE

The Board of Education of North Babylon Union Free School District and Local #237 International Brotherhood of Teamsters, C.C.B.D. Unit recognize a common responsibility for the improvement of the quality of educational services provided to the students and the community.

Both parties recognize that they can best attain their common objectives and discharge common responsibilities through mutual consultation and making mutually acceptable decisions in matters of common concern.

THEREFORE, this AGREEMENT is made and entered into by and between Local #237 International Brotherhood of Teamsters, Custodian, Custodian-Bus Driver Unit (hereinafter referred to as the "Union") and the Board of Education of North Babylon Union Free School District, Town of Babylon, Suffolk County, (hereinafter referred to as the "Board").

"In the event that any of the provisions of this Agreement are or shall, at any time, be found or determined to be contrary to law, then such provision shall not be applicable or the terms thereof be in force except to the extent permitted by law."

The party seeking a change or a substitute provision shall notify the other part of their intent to discuss the proposed change or substitution, within two (2) calendar weeks thereafter or at a later date, if mutually agreed to, a meeting shall take place for the purpose of making the necessary revision or substitution.

It is the policy of the North Babylon Union Free School District not to discriminate on the basis of sex or handicap in its educational programs, activities or employment policies as required by Title IX of the 1972 Education Amendments, and Section 504 of the Rehabilitation Act. Inquiries regarding compliance with Title IX or Section 504 may be directed to the North Babylon Union Free School District, Five Jardine Place, North Babylon, New York 11703, telephone number 620-7000, or to the Director of the Office of Civil Rights, Department of Health, Education and Welfare, Washington, D.C.

## ARTICLE I - RECOGNITION

### SECTION A. RECOGNIZED REPRESENTATIVE

1. The Board recognizes Local #237 International Brotherhood of Teamsters as the sole and exclusive representative of the following employees of the Board.

#### Full Time

BUS DISPATCHER  
CUSTODIANS  
CUSTODIANS-BUS DRIVERS  
SCHOOL BUS DRIVERS  
MAINTENANCE MECHANIC I  
MAINTENANCE MECHANIC II  
MAINTENANCE MECHANIC IV  
GROUNDSKEEPER I  
GROUNDSKEEPER II  
GROUNDSKEEPER III  
AUTO MECHANIC III  
CUSTODIAL WORKER I  
NIGHT SHIFT SUPERVISOR  
SCHOOL TRANSPORTATION ASSISTANT

#### Part Time

SCHOOL BUS DRIVERS  
CUSTODIAL WORKER I  
GUARD  
SECURITY CHIEF

2. The Negotiating Committee representing the Union will consist of no more than seven (7) employee representatives. One (1) member of the Negotiating Committee will be excused from a work schedule in order to negotiate and represent the night shift personnel. This employee will return to this assignment and complete the duties of his night shift at the conclusion of negotiations. The regular duties of the 8-hour shift must be completed. There shall be no added cost to the district.
3. The period of recognition of the Union Unit shall extend for the term of the agreement between parties.

### SECTION B. COMPLIANCE WITH TAYLOR ACT (SECT. 204-A )

Agreement between public employers and employee organizations.

- 
1. Any written agreement between a public employer and an employee organization deterring the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement.

"It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval."



2. Every employee organization submitting such a written agreement to its members for ratification shall publish such notice, include such notice in the documents accompanying such submission and shall read it aloud at any membership meeting called to consider such ratification.
3. Within sixty days after the effective date of this act, a copy of this section shall be furnished by the chief fiscal officer of each public employer to each public employee. Each public employee employed thereafter shall, upon such employment, be furnished with a copy of the provisions of this section.

#### **SECTION C. STRIKES - WORK STOPPAGES**

The parties recognize that strikes and other forms of work stoppages by school district employees are contrary to law and public policy. The Union and the Board subscribe to the principles that differences shall be resolved by peaceful and approved means without interruption of the school program. The Union therefore agrees that there shall be no strike, work stoppage, or other concerted refusal to perform work by employees covered by this Agreement, or any instigation thereof by the Union or its agents or its representatives.

In the event that schools are closed due to labor disputes between parties not covered by this Agreement, members of this unit will be granted employment where needed if said employees report to work and perform assigned duties in accordance with the needs of the District, there will be no loss of pay as long as employees in the CCBQ Unit work in their job category and at the site to which they are assigned.

Overtime schedules will be suspended for the period of the dispute and absent employees will be charged with loss of pay unless evidence is provided, indicating illness as the cause of absence.

### **ARTICLE II - COMPENSATION - SALARIES & SALARY SCHEDULES**

#### **SECTION A - SALARIES**

Salaries for full and part-time employees shall be in accordance with salary schedules for 2011-2012 through 2016-2017, per Appendix A, A1.

Salary for the School Transportation Assistant shall be in accordance with salary schedule A-2.

2011-2012	0% plus step
2012-2013	0% plus step
2013-2014	1.5% (effective 1/1/14) plus step (effective 7/1/13)
2014-2015	1.5% plus step
2015-2016	1.5% plus step
2016-2017	1.5% plus step

All salary increases shall be effective July 1 of each year of the contract unless otherwise noted.

## SECTION B - DIFFERENTIALS

The following provisions shall be considered addenda to Salary Schedules A and A-1, only.

1. Bus Driver employees specifically assigned to the garage shall receive \$200 differential per year.
2. Full-time Custodial employees assigned to a regular eight-hour shift that begins at 3:00 PM or later and ends by 8:00 AM or before shall receive 8.5% of their annual salary, prorated for each pay period. Full-time Custodial employees assigned to a regular eight-hour shift that begins at 3:00 PM or later and ends by 8:00 AM or before who do not work during the summer months shall receive 7.0% of their annual salary, prorated for each pay period.
3. Bus Dispatcher assigned to the Transportation Office shall receive a differential as follows:

7/1/11 – 6/30/17      \$1600 Total

4. Groundskeeper II shall receive a differential of \$600.
5. The high school night supervisor shall receive a differential of \$1000.
6. The middle school night supervisor shall receive a differential of \$800.
7. The elementary night supervisor shall receive a differential of \$600.
8. Auto Mechanics Differential - The District shall offer paid training leading to certification as Diesel Mechanic during the life of the Agreement and it will pay all costs of program participation including travel, meals and lodging, should same be required. For those auto mechanics who participate, they shall receive a one thousand dollar (\$1000) increase in annual salary at the time of successful course completion with evidence of receipt of diesel mechanics certification. This employee will be required to reimburse the District for the cost of the training (tuition, lodging, meals) should he/she leave the District as follows:

Within one (1) year	-	100%
Within two (2) years	-	60%
Within three (3) years	-	30%

9. The VTL Article 19A examiner assigned to the bus garage shall receive a \$200 per year differential.

## SECTION C - SALARY ADJUSTMENTS

The salary for employees being promoted or reclassified into another salary schedule will be effected by placing the employee on the step which will reflect an increase in pay on the new scale plus one step higher, for all 12-month personnel. Excepted from this procedure will be first year personnel who are promoted or reclassified into another salary schedule. Personnel in this category will be placed on the new schedule without advancing an additional step.

#### SECTION D - LONGEVITY PAY

A full-time employee covered under this agreement will be granted longevity pay in addition to the annual base pay, according to the following formula:

<u>7/1/11 - 6/30/17</u>	<u>7/1/11 - 6/30/17</u>
For 10 years service	\$ 525 total
For 15 years service	625 "
For 20 years service	825 "
For 25 years service	1025 "

The starting date for Longevity Pay shall be the employee's anniversary date.

At such time as an employee's anniversary date indicates that he/she is eligible for longevity pay, he/she is to apply in writing to the Personnel Clerk. Pay will be adjusted on a subsequent pay check and will require at least a month to make the pay change. Employees may elect to receive longevity pay in one separate check, on the day following the anniversary date they become eligible.

#### SECTION E - PAY SCHEDULE

1. Pay Days - Pay days are listed in Appendix B in the Appendices Section. Night workers will receive their salaries on the night preceding scheduled pay days. Paychecks will be placed into envelopes. Payment for overtime work may be delayed until the following week's pay period.
2. Paycheck Adjustments - Employees who have exceeded their sick time for two consecutive years, and whose paychecks have to be adjusted, as a consequence thereof, will receive their paychecks on the first work day of the next pay period.
3. Payment of Wages for Summer Vacation - All salaries due during vacation period will be paid prior to start of employee's vacations. This pertains to regular paychecks only. (If employee is away on vacation and requests vacation paycheck to be mailed to bank or to vacation location, this will be done.)
4. Part-Time Paychecks - The district shall attempt to issue the first September paycheck at the earliest possible date in September for part-time workers.
5. The District will issue a paycheck to eligible employees within two (2) weeks upon their return to work each September. Unit members who are overpaid as a result of the issuance of a paycheck, during this period, agree to have such overpayments deducted by the District from a subsequent paycheck.
6. Any full-time employee eligible for health insurance coverage during the summer months shall have the appropriate amount deducted from the second paycheck of each month to cover those summer months' premium.

#### SECTION F - WELFARE TRUST FUND

Effective 7-1-08, increase Welfare Trust Fund Contribution to: \$900 PT and \$950 FT. The parties agree to reopen discussion regarding contribution level, if the Fund Trustees unanimously agree that a higher contribution is required.

2011-12	\$900.00 PT	\$950.00 FT
2012-13	\$900.00 PT	\$950.00 FT
2013-14	\$900.00 PT	\$950.00 FT
2014-15	\$900.00 PT	\$950.00 FT
2015-16	\$900.00 PT	\$950.00 FT
2016-17	\$900.00 PT	\$950.00 FT

#### SECTION G - AGENCY FEE

1. Effective with the signing of this Agreement, the Union shall notify all employees who are presently on payroll that those employees who are not presently members of the Union or one of its affiliates, shall have the right to join the Union or one of its affiliates. Such notice shall further inform the employees that those who do not choose to join the Union or one of its affiliates shall have deducted from their salary an agency shop fee which shall be an amount equivalent to the amount of dues payable by a member. The employer agrees that the said notice may be distributed through the Business Office of the District.
2. No later than thirty (30) days from the execution of this Agreement, such agency shop fee shall be deducted from the salary of employees who are on the payroll as of the date of execution hereof, who do not choose to become members and from the salary of employees whose membership has not yet become effective.
3. Every employee appointed after the date of execution hereof, who does not join the Union or one of its affiliates at the time of appointment, or who does join at date of appointment, but whose membership has not yet become effective shall have an agency shop fee deducted. If the employee joins the Union, such agency shop fee deduction shall be discontinued on the same date the dues check-off authorization takes effect.
4. An employee, who terminates Union membership, shall have deducted from his/her salary an agency shop fee. Such agency shop fee shall be effective on the same date as the revocation of authorization for dues deduction takes effect.
5. The agency shop fee for each employee covered by this Agreement shall be deducted from the employee's regular paycheck and shall be in an amount equal to the periodic dues levied by the Union for employees in the affected titles as currently checked off by the North Babylon Union Free School District. The Union shall certify to the "Employer" the appropriate amount or rate for the agency shop fee deduction.
6. The Union shall have the exclusive right to the deduction and transmittal of the agency shop for employees within the titles covered by this Agreement. The employer shall transmit, no later than the first working date of the second month following the month in which the agency shop fee has been collected, the total of such agency shop fee deductions collected at the same rates as are provided for the check-off of membership dues.

7. Changes in the amount of an agency shop fee deduction shall be effective at the same time as is the practice with changes in membership dues deductions but no fewer times than the first payroll subsequent to January 1, or July 1, following the date on which notice of such change is furnished. Request for changes in the rate of dues deductions shall be deemed to be a request for a change in the agency shop fee.
8. Upon receipt by the Employer of the notice of change in the amount of the agency shop fee deductions, employees have the agency shop fee deducted shall be notified, in writing, by the Union of the change in the amount to be deducted and when such deductions will begin.
9. Agency shop fee deductions will be applied to regular payrolls only.
10. In cases of unearned salaries or wages of employees covered by this Agreement refunded to appropriation accounts, and in cases of salaries or wages of employees covered by this Agreement transferred to "UNCLAIMED" accounts, necessary adjustments in agency shop fee accounts will be made by recovery from available unpaid Union agency shop fee fund balances and returned to the Controller.
11. The Union shall refund to the employees any agency shop fees wrongfully deducted and transmitted to the Union.
12. No assessments of any kind or nature will be collected through the agency shop fee deduction.
13. No arrears of any kind or nature will be collected through the agency fee deduction.
14. The Employer shall not be liable in the operation of the agency shop fee deductions for any mistake or error of judgment or any other act of omission or commission and the Union agrees to hold the Employer harmless against any claim whatsoever arising out of the deduction and transmittal of said agency shop fee to the Union.
15. Agency shop fee deductions will be considered last in arithmetical sequence when residual amount of pay after other deductions is less than the full amount of the agency shop fee deduction, and no fractional amount of agency shop fee deductions will be made nor carried over for deduction in any subsequent payroll period.
16. The Union affirms that Local 237, I.B.T., has established and is maintaining a procedure which provides for the refund, to any employee demanding the same, of any part of an agency shop fee which represents an employee's pro rate share of expenditures by the Union in the aid of activities or causes of a political or ideological nature only incidentally related to terms and conditions of employment.  
  
It is expressly agreed that in the event such procedure is disestablished, then this Agreement, insofar as it relates to agency shop fee deductions, shall be null and void.
17. That any grievance with respect to the agency shop refund procedure shall be excluded from the contractual grievance procedure. A grievant shall look only to the Union for relief.

18. Notwithstanding the effective date of this Agreement, the implementation of this provision will take effect on the date of execution hereof. Further, the Employer shall not be liable for such agency shop fees, deductible, if any, prior to the date of execution hereof.
19. In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

### REBATE PROCEDURE - AGENCY SHOP FEE

Pursuant to the agency shop statute, any employee in a collective negotiating unit certified to Local 237, I.B.T., not a member of said union from whose paycheck an agency shop fee has been deducted, may if he or she wishes, obtain a refund of his or her pro rate share of an expenditure by the union in aid of activities or causes of a political or ideological nature only *incidentally related to terms and conditions of employment.*

Any person seeking a rebate as aforesaid shall file a written notice of objection setting forth the political or ideological cause for which the expenditure was made and requesting a refund of his or her pro rate share. The written notice must contain the employee's name, address, title and be submitted to the union office by registered or certified mail between April 1 and April 16 of each year in which the employee objects to such expenditure made in the preceding calendar year.

#### SECTION H - DEFERRED COMPENSATION PLAN

Employees shall be eligible to participate in the District's deferred compensation plan, at no cost to the District.

### **ARTICLE III - WORK SCHEDULES**

#### SECTION A - FULL-TIME EMPLOYEES

1. School Year - There shall be an eight-hour work schedule for full-time employees throughout the school year. The lunch hour will be for one hour on a staggered basis with the other employees of the facility.
2. No employee shall be scheduled to work alone in a building during a night shift.
3. Shifts may be adjusted up to two (2) hours with thirty (30) days notice to the employee at the elementary schools for day shift custodians only. In addition, for all employees hired on or after 3/23/95, shifts may be adjusted up to two (2) hours with thirty (30) days notice to the employee.
4. Bus Runs - Full-time bus drivers are permitted to select their runs according to the bus number designated for that run. Only one selection of these sixty-passenger buses will be permitted for the school year according to seniority and at the time the School Transportation Supervisor selects. However, the School Transportation Supervisor may make any changes he/she feels are necessary in the interest of the district. The School Transportation Supervisor will make every effort to have bus schedules completed by October 31 of each year.

The District shall implement split shifts, no more than two (2) per ten-month driver per day between the hours of 9:30 AM and 6:30 PM.

5. WARM UP AND VEHICLE SAFETY CHECK (Prior to leaving bus compound)  
Upon reporting for work all drivers will check his/her vehicle and equipment to assure that it is in proper working order. This includes cleaning the windshield, rear window and all light lenses. Horn, brake and windshield wipers are also to be tried out to determine that they are in A-1 condition.

A 15-minute period will be provided to employees for warm up and safety check of a district vehicle. A safety and maintenance check list is to be provided by the transportation supervisor and signed daily by each employee who operates a district vehicle, upon completion of safety check signifying they have completed same.

Driver report time shall be at 2.5 hours per present practice.

6. Summer Schedule  
Summer schedule will commence on the Monday following the close of school.

One-half hour lunch period for all employees. There will be no afternoon coffee break with normal work day ending at 3:15 PM for employees starting work at 7:00 AM.

On pay day during the summer months, the normal summer lunch time of one-half hour, shall be followed.



If vandalism becomes acute at any facility, it may be necessary to require night coverage, at that location. (Volunteers requested first.) Elementary buildings, Central Office, Warehouse and Bus Maintenance Building are to be covered by one man until 4:00 PM.

7. Summer Schedule

Secondary Schools - Custodian's office is to be kept open for receiving deliveries until 4:00 PM by the night shift men.

When it is necessary for a building to be open during night shift hours, said building(s) will be staffed by employees who normally work that shift, and the summer work schedule will be canceled for those employees during that time. Effective July 1, 1991 summer hours as stated above shall be extended up to Labor Day.

8. **Work Shift** - The Plant Facilities Administrator may require up to two (2) custodians per school, at the High School and the Middle School, to work a Tuesday through Saturday shift, provided that volunteers are sought first, by seniority, and provided further, that the employee receives a \$750 per year stipend. If no volunteers, the District can assign an employee, by inverse order of seniority, provided there is a \$750 per year stipend. As new employees are hired, they will be assigned the Tuesday-Saturday shift, if the more senior employees have not volunteered for such assignment.

SECTION B - PART-TIME CUSTODIAL WORKERS

The probationary period for part-time custodians will be one (1) year, without extensions.

Part-time custodial workers will be given the opportunity to work a minimum of 180 school days during each school year. If, however, at the discretion of the school district, additional days are needed for custodial workers part-time, then this work schedule may be extended to a maximum of 200 days. The minimum school days for new employees hired after August 1, 1990 shall be 175.

First consideration for additional work beyond 180 days will be given to the employees within each building who have worked the greatest number of days in the preceding school year. Thereafter, the employees' schedule for work beyond 180 days will be determined in inverse order (high to low) of the number of days each employee within the building has worked in the preceding school year.

NOTE: An adjustment will be required under an Austerity Budget.

SECTION C - OVERTIME & ADDITIONAL TIME

1. Overtime (and/or additional time) will be given equally to full-time and part-time drivers. This would be accomplished by choosing one person from the part-time list and one from the full-time list until the quota needed was filled.
2. The lists of part-time drivers and full-time drivers would be drawn according to seniority. The most senior driver would be listed first.
3. Overtime refused is to be considered a waiver of overtime.
4. If a driver was unavailable to accept preferred overtime, he would not be charged but another driver would be asked to work.

5. Saturday and midday runs would be handled as in the past; i.e., separate Saturday and Sunday, and a separate midday run list will be maintained.
6. A paid work period will be no less than two hours. Starting time will be approximately 15 minutes before their first run. This is exclusive of stand-by drivers who may utilize to cover the runs of absentee drivers.
7. The Shop Steward in the Transportation Department would be available to help establish the lists for overtime candidates.
8. Time and one-half will be paid for all work over the normal eight-hour day including Saturday, Sunday and holidays. For new hires hired after July 1, 1990, overtime shall be paid for hours of actual work beyond forty (40) hours in any week.
9. Bus drivers assigned to the garage, who work overtime assisting in the repair of vehicles, will not have the overtime charged as driving overtime.
10. Mechanics who assist as bus drivers for a half or full day during emergencies will be scheduled for an appropriate portion of overtime. If bus drivers are not available, mechanics will be asked to drive on a voluntary basis. If there are no volunteers, mechanics will be assigned to drive on a rotating basis in inverse order of seniority.

It is recognized by the parties that it is not in the best economic and efficient interests of the school district to use auto mechanics to driver school buses. However, it is also recognized that there are occasions, from time-to-time, when a situation demands that a mechanic must be utilized to drive, in particular when no substitute driver is available.

To that end, the District and the Association agree to work cooperatively during the first two (2) years of the Agreement to find mutually agreeable solutions to end the need for mechanics to drive.

During the first two (2) years of the Agreement, the District shall make every effort to show its cooperation in curtailing the practice of using mechanics to drive.

It is always understood that because of the great safety needs inherent in any pupil transportation program, in extreme emergencies the mechanics must respond to direction to drive.

11. Overtime will be distributed among all employees assigned to a particular building or work area. Said employees will receive overtime when possible and practical.
12. All employees will be guaranteed three hours work on a call-in or punch-in.  
  
If floaters are not available, a full-time employee from the building is to have first priority to work overtime when a full-timer is absent. There will be a minimum guarantee of five (5) hours of overtime work. This overtime can be assigned to more than one employee at the discretion of the employee's immediate supervisor.
13. When a building is used on a Saturday, Sunday or holiday, the determination of staffing of custodial or other personnel will be made by the District. When staffing is required on such days, the building will be staffed by full-time employees from that building.

14. Required overtime for Mechanics - Whenever overtime work is required, staff mechanics will be expected to perform the emergency work. At such times that the mechanics cannot make themselves available, outside mechanics may be employed to complete the necessary repairs.
15. Part-time employees will not be required to punch out if they must return to work within 1/2 hour.
16. All part-time bus drivers who work AM and PM shifts should have first opportunity to work midday and after 4:00 PM runs, except, when the Supervisor of Transportation considers an emergency situation, he may have to revise the schedule.
17. Physical Examinations - Employees required by the District to submit to a physical examination during non-work hours shall be compensated at their hourly rate for such time.
18. If accepted and then refused or unable to complete, then the individual will be skipped on the overtime list one time in rotation. If this occurs a second time in a school year, the individual will be skipped on the overtime list two times in rotation.

#### SECTION D - DRIVERS

During the term of the Agreement, 7/1/97-6/30/02, the number of full-time 10-month drivers, shall be increased from eight (8) to twelve (12). Further, should a twelve-month driver retire, then he/she can be replaced with a ten-month driver at the District's discretion.

### **ARTICLE IV - INSURANCE**

#### SECTION A - HEALTH & DENTAL INSURANCE

The Board agrees to provide plans of benefits in health insurance for all full-time employees covered by this agreement. Should the District, at any time, again change plans, it recognizes its obligation to negotiate said change with the Union unless, however, it is returning to the New York Empire Core Plus Enhancement Plan.

Unit members will be covered by the existing self-insured dental and vision plan. The parties agree to switch dental and/or vision plans to another dental plan or vision plan with comparable benefits.

Employees eligible to participate shall contribute at the following rates as established by the District:

1. Effective July 1, 2013, employees hired on or before June 30, 2008, eligible to participate in family coverage shall contribute at the rate of 25% of the premium for their first four (4) years of service and at 15% after four (4) years of service. Employees hired on or before June 30, 2008, eligible to participate in individual coverage shall contribute at the rate of 20% if the premium for their first four (4) years of service and at 10% after four (4) years of service.

Employees hired on or after July 1, 2008, eligible to participate in individual or family coverage shall contribute at the rate of 25% of the premium for their first ten (10) years of service, and at the rate of 20% after ten (10) years of service, for their selected coverage.

A participating employee who does not utilize the plan through his/her membership for the year shall receive up to a \$100 credit. Any employee currently enrolled in the insurance plan as of July 1, 2013 who declines their present coverage, health and dental, will receive \$700 pro-rated monthly. Any new employee who declines health and dental insurance shall receive \$700 after one year's service in the district. An employee must file Appendix N with the North Babylon Business Office in order to be eligible for this benefit. New hires must file this form at the time of their employment. This declination will remain in effect unless revoked in writing by the employee.

This agreement shall not impact the calculation of health insurance premiums or the percentage contribution rate of current bargaining unit members unless specifically set forth in the attachments to this agreement.

The School Transportation Assistant shall be eligible for declination of benefits, and shall contribute 25% of the premium for health insurance coverage for the duration of his or her employment.

2. Disabled employees should be considered as being in the employ of the District for the period of their disability and, therefore, eligible for continued participation in the insurance program.
3. The Board shall contribute the above stated premiums on Health and Dental programs for (if they have participated in the respective programs for a period of not less than four years)
  - a. retired employees\*
  - b. disabled employees
  - c. employees on any type of leave
  - d. surviving spouse or minor dependents

Surviving spouse and minor dependent(s) will continue to be eligible for participation in the District's Health & Dental Insurance Program until they remarry/marry or are eligible for membership in another group plan. In order to determine continued eligibility, the District will require that a notarized report be filed by the surviving spouse or eligible dependent(s) on at least an annual basis (See Appendix L). Failure to respond to the annual report will result in automatic termination of benefits. A form will be supplied by the District for this purpose.

\*Retirees hired by the District after November 1, 1987 shall receive District contributed insurance at 80%.

4. Retired or disabled employees who are eligible to receive other forms of health and/or dental insurance coverage, funded by the state or federal government, shall not be entitled to provisions of this Article.
5. Part-time employees will be allowed to buy into the Group Health & Dental Plan at their own expense. Must be a minimum twenty (20) hour employee to be eligible for the program.
6. Effective November 1, 1987, there shall be no District contributed insurance for the first three (3) months of employment; however, these employees may pay the full cost of such insurance, at District group rates, after thirty (30) full days of employment.
7. The School Transportation Assistant shall be eligible for declination of benefits and shall contribute 25% of the premium for health insurance coverage during the duration of his or her employment.

#### **SECTION B - PENSION PLAN**

The New York State Employees Retirement System's Plan 751 (include copy) will be implemented by the Board of Education for all employees currently enrolled in the 75C Plan.

#### **SECTION C - UNEMPLOYMENT INSURANCE**

Any rights (in addition to those already legislated) mandated for employees under the New York State Unemployment Insurance Laws shall be extended to eligible employees herein.

\*This change of language is for simplification and clarification of Article IV, Section A. Benefit - no employee is to experience any loss of previous coverage because of this change.

#### **SECTION D - LIFE INSURANCE (FULL-TIME)**

All full-time employees shall be covered by group life insurance in the amount of \$2,000, at the sole expense of the Board. The plan further provides that each employee of the District may apply, at its own expense, for additional life insurance in accordance to the Board and group insurance policy. (See Appendix L)

#### **SECTION E - FLEXIBLE SPENDING PLAN (FLEX 125)**

A flexible spending plan administered by Western Suffolk BOCES, a third party administrator (TPA) selected by the Board, shall be made available to Union members commencing on January 1, 2010, provided that there is no cost, administrative or otherwise, to the District as a result of the provision of this benefit. In the event the District, in its sole discretion, determines that there is, or may be, a cost associated with the provision of the flexible spending plan administered by TPA, the Association and District agree that this subparagraph shall be void and unenforceable, and the benefits provided pursuant to this subparagraph shall cease immediately. The Union acknowledges that the District's role shall be to deduct the authorized amount designated by the Union member and to remit said amount to the TPA. The Union agrees to indemnify and hold harmless the District, its officers, employees, agents and assigns from all liability, costs and claims arising from the provision of the flexible spending plan administered by TPA.

### **ARTICLE V - LEAVES OF ABSENCE**

NOTE: There shall be NO fringe benefits, including time off, for any new hire hired after August 1, 1990, who works less than twelve (12) hours per week. This applies to swing drivers, substitute drivers, and casual employees.

#### **SECTION A - LEAVE OF ABSENCE**

The Board of Education, for exceptional circumstances, upon recommendation of the Superintendent of Schools, may approve requests for leaves of absence without pay. All employee benefits will be frozen at the time and Health and Dental premiums will be picked up in their entirety by the employee.

This provision shall not apply to employees incapacitated due to personal illness or injury preventing them from performing their assigned tasks.

#### **SECTION B - SICK DAY ALLOWANCE**

##### **1. Full-Time - (Twelve Month Employees)**

Sick day allowance for full-time employees shall be twelve (12) days per year. These days shall be unlimited, accumulative.

##### **2. Probationary Employees - Full Time**

Sick day allowance for full-time probationary employees will be two (2) days for the six (6) month probationary period. Commencing with and including the seventh (7) month, the

employee is credited with one (1) day per month for each of the remaining months to the end of the budget year (June 30th).

3. Part-Time Employees

A part-time employee will be allowed the following sick time, using February 1st as the cut-off date. Sick leave will coincide with step increase on July 1st.

After working one (1) year	-	3 days
After working two (2) years	-	4 days
After working three (3) years	-	5 days
After working four (4) years	-	6 days
After working ten (10) years	-	7 days

These days shall be unlimited accumulative. As for sick leave, payment shall be for the number of hours constituting the normal work day schedule for the part-time employee.

4. Notification by all absent employees of an inability to work should be made to the employee's immediate supervisor, the Office of the Plant Facilities Administrator, or the School Transportation Supervisor as far in advance as possible, so that work can be scheduled accordingly. Failing to comply with the above by full-time employees may result in the loss of the day's pay.
5. Those who leave work sick shall be charged with a full sick day if they go home during the first half of the shift and a half day if they go home during the second half of the shift.
6. Upon return from a no-pay day and prior to the start of work, the employee will submit a valid doctor's note to the office of the Plant Facilities Administrator.
7. Effective July 1, 2008, if no sick days are used in a given year, an employee will receive two additional days off during the following year. This day will be determined by the Plant Facilities Administrator and shall be final.

SECTION C - PERSONAL BUSINESS DAY - FULL-TIME & PART-TIME

A Personal Business Day is defined as one on which personal matters are attended to which could not be carried out at another time and shall not include profit-making work or an activity regarded as amusement or recreation. Reason for absence need not be stated on the form provided under Appendix I. Notice to be given to school district at least five (5) days in advance. No personal day may be used on the day before or after a holiday or vacation day.

There shall be two (2) Personal Business Days granted annually, except for probationary employees. These Personal Business Days are to be cumulative and if not used are to be credited to the employee's sick time at the end of the school year. Days for Personal Business shall comply with present policy; i.e., not immediately preceding or following the Christmas, Winter, or Easter recesses. This also applies to the vacation request.

Part-time employees are entitled to four (4) personal days beginning July 1, 1990.

Accrual of personal days shall be based on the February 1st cut-off date in accordance with procedure followed under sick days accrued.

#### SECTION D - UNUSED SICK LEAVE

Employees hired on or after July 1, 2008, must leave the employ of the District and retire with the NYS Employee Retirement System to be eligible for any payment for accumulated sick days."

The Board agrees that any employee who is eligible for retirement, in accordance with the established policies of the New York State Employees' Retirement System, and who submits a written request for retirement to the Board of Education by May 1 of the previous year will be eligible for the following benefit.

All employees unused sick time will be paid in full, day-for-day, upon leaving the employ of the District. For those hired after November 1, 1987, payment shall be at one (1) day for every two (2) days accumulated. There shall be no payments for those with less than one (1) year of service. In the event of death of employee, the designated beneficiary or estate will receive payment in accordance with agreement. See Beneficiary Form Appendix L.

Employees who have accumulated in excess of 45 days shall be eligible to redeem those days in excess of 45 as of June 30th of each year on the basis of the per diem rate for that year's salary. Employees hired after November 1, 1987, who have accumulated in excess of 45 days shall be eligible to redeem those days in excess of 45 as of June 30th of each year, at the rate of one for two, on the basis of the per diem rate for that year's salary. Maximum 10 days pay per year under this provision.

#### SECTION E - BEREAVEMENT

Four (4) working days shall be granted as special personal leave for a death in the immediate family. Such leave cannot be accumulated and will not be deducted from sick leave. Immediate family shall include: parent, child, spouse, sister, brother, father or mother-in-law, paternal or maternal grandparents, grandchild or any other relative living in the immediate household. Two days shall be granted for the death of a sister or brother-in-law. The District may require proof of death, relationship, or residency.

Part-time employees will be compensated at his/her hourly rate of pay on the basis of his/her basic assigned hours daily.

#### SECTION F - VACATION POLICY

A full-time employee who was hired, and commenced employment between July 1st and September 15th of any school year shall be entitled to the benefits of the following vacation policy.

From the completion of one year to and including the completion of five (5) full years of service, two weeks vacation.

From the beginning of the sixth year, to and including the ninth full year of service, three weeks vacation.

From the beginning of the tenth year of service, four weeks vacation.

A full-time employee who was hired, and commenced employment after September 15th of any school year shall be entitled to receive 10/12 of a day's vacation for each full month of service through June 30th of that school year. Subsequently, said employee will be entitled to the benefits described above.

Effective July 1, 1987, those who have sixteen (16) years or more continuous service may accrue one (1) additional day vacation for each additional year of service completed, not to exceed a total of five (5) additional days.

A Vacation Request Form will be distributed on or about May 10th (returnable June 15th) in order to permit employees, on a seniority basis, to select dates desired without creating a hardship to the district. The immediate supervisor will arrange vacation schedules so as not to handicap the district's summer work schedule. Some vacations may have to be revised. Vacations, with supervisor's approval, can be taken any time during holiday seasons. If this leaves only one employee in a building, a periodic telephone check will be made to assure the safety and good health of the employee. Employees may apply for vacation at any time with notice (Appendix F) subject to approval based on the school district needs. High school workers, maintenance mechanics II and grounds personnel may not apply for vacation days from the last Monday in August through to the second Tuesday in September.

Upon return from a no-pay day and prior to the start of work, the employee will submit a valid doctor's note to the office of the Plant Facilities Administrator.

#### SECTION G - HOLIDAY CALENDAR FOR FULL-TIMERS

A holiday calendar for full-time, twelve (12) month personnel consisting of a minimum of sixteen (16) designated holidays per year shall be established within thirty (30) days after the adoption by the Board of Education of the official school calendar.

#### SECTION H - HOLIDAYS-PART-TIME EMPLOYEES

Part-time employees will receive six (6) paid holidays per year. Thanksgiving, day before Christmas, Christmas, New Year's Day, Martin Luther King's Birthday and Veteran's Day.

#### SECTION I - LIAISON OFFICER

1. The Liaison Officer of the Union shall be allowed to use the work time to carry out the business of the Union with the permission of the Superintendent or his/her designee, without work stoppage (i.e. Bus driving or lunchroom assignment interruption).
2. The Liaison Officer will meet at the Central Office for a conference period not to exceed two (2) hours during the work day with the Assistant Superintendent for non-instruction personnel and/or designated representatives on the first Tuesday of each month.
3. One (1) Union representative is granted five (5) days to attend business meetings and conferences at his expense without loss of pay. If District is on austerity budget, the aforementioned shall be reduced to one (1) day.
4. The Liaison Officer is to be given time off to handle any grievance(s) that may arise after first receiving permission from the Superintendent or his/her designee.
5. School visitation rights may be granted to Union Field Representatives after first clearing with the Assistant Superintendent.

#### SECTION J - EMERGENCY DAYS

With respect to twelve-month employees on Appendix A, an additional day's pay will be paid for each emergency day worked. The number of days paid will not exceed five (5) days.



Employees will have the option of receiving an additional day's pay for each emergency day worked, or shall be provided with a compensation day for such time.

Employees not reporting to work or who have not submitted written sick day excuse form on emergency days will lose a day's pay for each emergency day absence. During severe storms employees may report to the nearest district school building. The Assistant Superintendent or his/her designee will arrange for work to be carried out in the school where the employee report, or, will send district transportation to deliver employee(s) to the proper school. No overtime will be paid to an employee who has not first completed an eight (8) hour work period. Employees refusing to assist in snow shoveling shall be required to be examined by the school physician to determine if he/she is capable of carrying out the duties of snow removal.

Available snow removal equipment will be utilized to minimize manual shoveling.

In the event the emergency days are not used for their designated purpose and school is subsequently closed in lieu of an emergency day, full-time members of this unit will be granted the day off. (Not to exceed one.)

#### **ARTICLE VI - TEN-MONTH BUS DRIVER BENEFITS**

Ten-month employees are considered full-time employees whose benefits are based on prorated benefits of twelve-month employees. The following is a list of these prorated benefits:

1. Sick Days - sick day allowance shall be ten (10) days per year, unlimited, accumulated.
2. Vacation Time - a ten-month employee who was hired, and commenced employment between September 1 and September 15 of any school year shall be entitled to the benefits of the following vacation policy:
  - ✓ from the completion of one (1) year to and including the completion of five (5) full years of service - nine (9) days.
  - ✓ from the beginning of the sixth (6) year to and including the ninth (9) full year of service - thirteen (13) days.
  - ✓ from the beginning of the tenth (10) year of service - seventeen (17) days.
3. Emergency Days - when schools are closed for emergency days, ten-month drivers shall not report for work and are not paid for those days.
4. Holidays - the holiday calendar shall include the holidays for Custodian, Custodian-Bus Drivers, except for July 4th and Labor Day.
5. Health and Dental Insurance - the granting of benefits of health and dental insurance will be based on the school district contribution of 75% of premium for individual coverage and 50% of premium for family coverage.
6. Personal Business Days - there shall be two (2) personal business days granted annually.

## **ARTICLE VII - PERSONNEL PROCEDURES**

### **SECTION A - PERSONNEL FILES**

Personnel files for individuals in the CCBD Unit will be maintained by the Central Administration Office.

Permission to review files shall be granted by the Office of the Superintendent of Schools to the individual who wishes to examine his/her own file.

Employees shall have the right to respond to any material placed in their personnel file and to have such response included in the file.

### **SECTION B - CLASSIFICATION POLICY**

1. There will be no combination of job classification unless herein provided.
2. The job classifications of this District under this contract are described and listed in Article IX.
3. Should an employee be assigned the duties and responsibilities of an employee of a higher classification, such employee after two (2) continuous working days shall receive the difference of his basic pay and that of a higher classification. This will only be during such time that the higher classification employee is out for illness. The remuneration for that period shall be determined by method in Article II, Section C.
4. If bus drivers are not available, mechanics will be asked to drive on a voluntary basis. If there are no volunteers, mechanics will be assigned to drive on a rotating basis in inverse order of seniority.

### **SECTION C - HIRING PROCEDURE**

If a vacancy exists for any full-time position (See Article I, Section A) in our school district, said position will be announced to all employees by written notice. (Appendix C) Vacant positions will be filled by the candidate which the District determines is the best candidate. Applicants from outside the District will not be considered until after all qualified employee applicants have been considered.

All vacancy notices will have job title, duties and location stated. If the qualifications for a position are equal, then seniority will be an important consideration.

### **SECTION D - TRANSFER**

Transfer from one job to another for custodial workers need not be advertised.

### **SECTION E - PROMOTIONAL POLICY**

All employees applying for jobs are to receive notification in a standard letter (Appendix D) of the name of the employee who has been selected to fill a vacancy.

Applicants who file for the vacancy are to forward POSITION VACANCY APPLICATION (Appendix B) in duplicate for each vacancy. The duplicate copy will be acknowledged in writing and returned to the applicant.

#### SECTION F - PROMOTIONAL QUALIFICATIONS

Minimum qualifications - completion of satisfactory eight-week (8) probationary period in some other position in the District. Previous experience, ability, on-the-job performance and two (2) appraisals of work will be considered.

These qualifications and seniority will be on the basis of selection of candidates for all vacancies. A selection will be made from one of three top District candidates.

#### SECTION G - TERMINATION OF EMPLOYMENT

In the event that an employee's position is terminated by reason of abolishment of the position or a reduction in the number of positions, the District will provide the affected employee with a list of vacant positions within the District and covered by this Agreement.

#### SECTION H - SENIORITY

1. While the District is on an austerity budget, positions of non-competitive employees shall be abolished by classification in inverse order of original appointment with preference given to disabled veterans, veterans, exempt firemen and non-veterans as provided by prevailing statutes.
2. During the period of austerity part-time positions in the Custodial Worker and School Bus Driver categories shall be abolished to the extent that they may be replaced with full-time, non-competitive employees whose positions have been abolished during austerity.
3. Upon replacing the part-time Custodial Worker I, the non-competitive employees described in Paragraph #1, aforesaid, shall be reclassified to the classification of Custodial Worker and shall be paid on the Custodial Worker's schedule at the respective Step as occupied in the abolished position.
4. Notwithstanding anything to the contrary contained in this Agreement, upon the end of the austerity budget, those non-competitive employees reclassified pursuant to Paragraph #3, aforesaid, shall return to their original title and grade or step.
5. Part-time positions shall be abolished on a seniority basis only. At the end of the austerity period the part-time employees shall be returned to their positions, also on a seniority basis only.
6. While on an austerity budget, the Board shall be obligated to replace part-time help as described in Paragraph #3 to the extent as permitted by law.
7. Those employees who are eligible to replace part-time Custodial Workers, as provided in Paragraph #2, aforesaid, shall have ten (10) working days from date of written notification to advise the District in writing that they are willing to accept reclassification to Custodial Worker as provided herein.

#### **SECTION I - SENIORITY LIST PART-TIME EMPLOYEES**

Individual lists are to be established and a copy given to the Union for each of the following groups: Custodial Worker I, part-time, School Bus Drivers, part-time, Guards, part-time. In the event of an austerity budget, layoffs shall be in inverse order of employment by classification.

#### **SECTION J - SUBSTITUTE CUSTODIANS**

Bus drivers specifically assigned to the garage may be used in schools as substitute custodians.

#### **SECTION K - COFFEE BREAK**

There will be two (2) coffee breaks of fifteen (15) minutes duration during the school schedule. These will be taken in the first and second half of the employees shift. Drivers may take a break in the afternoon as long as it will not interfere with driving schedule(s). The part-time employee break shall be fifteen (15) minutes for each four (4) hour period worked.

#### **SECTION L - RESIGNATIONS**

A written resignation is required at least two (2) weeks in advance of that last day of work. In cases where written resignations are not submitted, the paycheck will be held in the Business Office until the resignee appears and furnishes such resignation.

#### **SECTION M - PAST PRACTICE**

All past practices and administrative regulations which have been granted will continue for the term of this contract.

#### **SECTION N - ARREST NOTIFICATIONS**

Employees are required to promptly notify the Superintendent of Schools of their arrest, and the offense(s) charged.

### **ARTICLE VIII - UNIFORMS, EQUIPMENT, SUPPLIES, MAINTENANCE**

#### **SECTION A - UNIFORM ALLOTMENT**

- a. All full-time Custodial Workers, Maintenance Mechanics, and Groundsmen will receive five (5) trousers, five (5) shirts, three (3) shorts per year, beginning in the 2003-04 school year.  
  
Maintenance Mechanic I will receive the same allocation, plus a three-quarter length winter jacket, except when a change in title from Custodial Worker I to Maintenance Mechanic I, Groundskeeper I, School Bus Driver, then the employee will receive an additional three-quarter length winter jacket.  
  
A three-quarter length winter jacket will be provided for the Dispatcher.
- b. One pair of insulated coveralls will be provided for full-time bus drivers, grounds personnel, and maintenance mechanics. The District will provide a sur coat every other year, beginning in the 2003-04 school year, for all full time employees.
- c. Clean, neat-appearing uniforms will be worn by all appropriate personnel during work hours. If uniform is not appropriate, at the discretion of the immediate supervisor, the employee will be sent home without further pay.
- d. The employee shall be responsible for maintenance and cleaning of uniforms. Uniforms shall be replaced when necessary, contingent upon receipt of old uniforms, etc. Three-quarter length winter jackets will be provided for the following new full-time employees -

Groundskeeper I, Auto Mechanic III, Maintenance Mechanic I, School Bus Drivers and Custodians. Replacement of jackets will be issued for worn out jackets at the discretion of the District. Upon leaving the employ of the school district, if, in the opinion of the Plant Facilities Administrator, the three-quarter length winter jacket is still serviceable, it must be returned to the District.

- e. One set of insulated coveralls shall be provided to each Maintenance Mechanic and Grounds person every other year, beginning in the 2003-04 school year..
- f. Part-time drivers shall receive windbreaker type jackets with cotton liners and the District logo every other year beginning in the 1987-88 school year.
- g. All full-time Maintenance Mechanic I's and II's will be given one (1) pair of steel toed shoes per year. The style and cost of work shoes to be determined by the District. Any shoe purchased above the cost set by the District shall be paid for by employee (additional cost) providing shoe is within the style prescribed.

#### SECTION B - EQUIPMENT AND SUPPLIES FOR GROUNDSKEEPERS

- 1. The District shall furnish at no cost to employees:
  - a. All Groundskeeper II will be issued six (6) pairs of gloves per year.
  - b. All Groundskeepers will be given one (1) pair of steel-toed shoes per year.
  - c. The style and cost of work shoes to be determined by the District, with a shoe allowance reimbursement not to exceed \$150 per eligible employee. Any shoe purchased above the cost set by the District shall be paid for by employee (additional cost) providing shoe is within the style prescribed.
  - d. The parties agree to create a temporary labor management committee consisting of a representative from the bargaining unit and administration, and to refer this to committee for study.

#### SECTION C - EQUIPMENT & SUPPLIES FOR AUTO MECHANICS III AND BUS DRIVERS ASSIGNED TO THE GARAGE

- 1. The District shall furnish at no cost to the employee:
  - a. One (1) standard issue of uniforms, plus three (3) pair of coveralls.
  - b. Safety glasses and other required safety equipment is available and is to be used as required by regulation or common need.
  - c. All Auto Mechanics III and Bus Drivers assigned to the garage shall be given one (1) pair of steel-toed shoes per year. The style and cost of work shoes to be determined by the District. Any shoe purchased above the cost set by the District shall be paid for by employee (additional cost) providing shoe is within the style prescribed.

#### SECTION D - FOUL WEATHER GEAR

Foul weather gear, two (2) sets, one (1) rain jacket, one (1) pair rain pants, will be provided in each school building.

#### **SECTION E - PAYMENT OF UNIFORM ALLOWANCE**

Within the first six (6) weeks of the school year, ten-month custodial workers (formerly Matrons position) and Dispatcher will receive a \$50.00 uniform allowance.

#### **SECTION F - IDENTIFICATION BADGES**

Employees shall be required to wear a District supplied photo ID badge during all work hours, and not during non-work hours.

### **ARTICLE IX - CONTRACT ADMINISTRATION AND RESOLUTION OF DISPUTES AND GRIEVANCES**

#### **Statement of Intent**

Any employee shall have the right to have a representative of Local 237, I.B.T. present at any inquiry or meeting to which the employee has been requested to attend before any department head or substitute or subordinate or designated representative, the result of which meeting might lead to disciplinary proceedings against said employee.

It is understood that the purpose of this Agreement is not to require a Union representative to be present on communications involving ordinary work procedures, but only such instances where disciplinary action might result.

Any violation of this Agreement shall entitle the employee to initiate a grievance pursuant to the procedures as hereinafter set forth.

#### **Purpose**

Every employee and the Union shall have the right to present grievances free from interference, coercion, restraint, discrimination or reprisal. At all steps in the procedure the aggrieved employee and the Union representative shall be present at all hearings of the grievance.

In the event that the Board claims a violation or "grievance" as hereinafter defined, a grievance may be instituted by the Board directly to the arbitrator or the Commissioner of Labor for Suffolk County or his designee, as hereinafter provided.

#### **Definition**

A "Grievance" shall mean any claimed violation, misinterpretation or inequitable application of the (existing) laws, rules, procedures, regulations, administrative orders or work rules, and the various provisions of this negotiated contract.

#### **Procedure**

##### **FIRST STAGE**

1. An employee of the unit who claims to have a grievance shall present his/her grievance to his/her supervisor in writing, within five (5) days after the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance.
2. The supervisor shall discuss the grievance with the employee and shall make such investigation as deemed appropriate.

3. Within ten (10) days after presentation of the grievance to the supervisor, said supervisor shall make a decision and communicate the same, in writing, to the employee presenting the grievance, the Plant Facilities Administrator, and the Representative of the Union.

#### SECOND STAGE <sup>1</sup>

If the grievance is not resolved by the supervisor on the basis of the first stage, the Plant Facilities Administrator shall receive all records and reports relative to the grievance. The employee may then choose one of the following alternatives.

1. The employee may request the Plant Facilities Administrator to review the determination made by the supervisor, made in the first stage in this procedure. Said request for review by the Plant Facilities Administrator shall be submitted in writing within five (5) days after the receipt of the said determination in the first stage of this procedure. The Plant Facilities Administrator will review the decision in the first stage of this procedure, and make a determination within seven (7) days of the receipt of the request for a review. The Union has the right to present to the Plant Facilities Administrator, in writing, within seven (7) days after the receipt of the determination in the first stage of this procedure, a brief, outlining its view on the grievance.
2. The employee and/or his/her representative may request in writing, a hearing with the Plant Facilities Administrator to review the determination made in the first stage of the procedure. The said request must be submitted to the Superintendent of Buildings and Grounds within seven (7) days after receipt of the determination made in the first stage of this procedure. The office of the Plant Facilities Administrator shall set a date for said hearing within five (5) days of the receipt of the request and shall notify the appropriate individuals and the Union of this date. The hearing shall take place within fourteen (14) days of the receipt of this request. The Plant Facilities Administrator shall submit to the employee and/or his/her representative his findings upon such review within twenty (20) days after the conclusion of said hearings. The Union has the right at the hearing to present orally or in writing, a brief, giving its views on the grievance.

#### THIRD STAGE

If the grievance is not resolved by the Plant Facilities Administrator on the basis of the second stage, the Superintendent of Schools, or his designee, shall receive all records and reports relative to the grievance. The employee may then choose one of the following alternatives:

1. The employee may request the Superintendent of Schools, or his designee, to review the determination made by the supervisor, in the first stage in this procedure, and the Plant Facilities Administrator, made in the second stage of the procedure. Said request for review by the Superintendent of Schools, or his designee, shall be submitted in writing within seven (7) days after the receipt of the said determination in the second stage of this procedure. The Superintendent of Schools, or his designee, will review the decision in the first stage and second stage of this procedure, and make a determination within twenty (20) days of the receipt of the request for a review. The Union has the right to present to the Superintendent of Schools, or his designee, in writing, within seven (7) days after the receipt of the determination in the second stage of this procedure, a brief, outlining its views on the grievance.

2. The employee and/or his/her representative may request in writing, a hearing with the Superintendent of Schools, or his designee, to review the determination made in the second stage of the procedure. The said request must be submitted to the Superintendent of Schools, or his designee, within seven (7) days after receipt of the determination made in the second stage of this procedure. The office of the Superintendent of Schools, or his designee, shall set a date for said hearing within five (5) days of the receipt of the request and shall notify the appropriate individuals and the

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<sup>1</sup> In the case of a grievance originating in the Transportation Department, the grievance may proceed directly to the Third Stage.

Union of this date. The hearing shall take place within fourteen (14) days of the receipt of this request. The Superintendent of Schools, or his designee, shall submit to the employee and/or his/her representative his findings upon such review within twenty (20) days after the conclusion of said hearings. The Union has the right at the hearing to present orally or in writing, a brief, giving its views on the grievance.

#### FOURTH STAGE

1. Either party to this Agreement may appeal from the determination of the Superintendent of Schools, or his designee, after the completion of the second stage and third stage, as outlined under the procedure, upon written notice within five (5) days after the receipt of the determination by the Superintendent of Schools, or his designee. Such appeal may be taken to an impartial arbitrator, selected pursuant to the Voluntary Arbitration Rules of the American Arbitration Association. As an alternative, by mutual consent of the Board, Union and Commissioner of Labor for Suffolk County, the said Commissioner, or his designee, may serve as an arbitrator. The cost of any arbitration shall be borne equally by the Board and the Union.
2. The award of said arbitrator or said Commissioner of Labor, or his designee, shall be final and binding in the event that the subject grievance is concerned specifically with an application, interpretation or construction of any term or provision of this Agreement; however, as to all claimed infractions of this Agreement, other than the aforesaid, the said award shall be advisory, and the Board shall have the legal responsibility of making a final and binding determination. Action by the Board will be taken within forty-five (45) days after receipt of the arbitrator's report and recommendations.

#### Withdrawal

The Union may withdraw a grievance at any step of the grievance procedure. The Union's decision on this matter will be binding on the employees involved.



Limitation of Time

The foregoing periods of time in the grievance procedure may be extended by mutual agreement.

If the grievance occurs and cannot be resolved immediately, the employee shall obey the directive and shall present the grievance as soon thereafter as practicable. Grievances must be presented in writing within ten (10) workdays of when the employee or union knew or should have known of the action complained of or they are considered abandoned.

It is agreed that paragraph designated "Limitation of Time" shall be deemed not to affect grievances occurring prior to the execution of this Agreement.

"Days" as defined herein refers to working days.

Pursuant to resolution of the Board of Education adopted on June 26, 1975, the following rider shall be attached to the contract between the North Babylon Board of Education and the C.C.B.D., C.S.E.A., for the period of July 1, 1974 - June 30, 1976.

1. Eliminate title Matron, change the employees in this category to Custodial Workers.
2. In keeping with the contract language, for changes in classification, place employees on Custodial Worker's salary schedule on a step that reflects a pay increase plus one additional step (i.e. Step 2).
3. As per Amityville decision, pay retroactively from July 1, 1974.
4. Continue employees as 10-month personnel with the same benefits they have had in the past as 10-month employees, (i.e., 3 Bereavement Days, 10 Sick Days, 2 Personal Business Days, Health and Dental Insurance, Life Insurance and Uniform Allowance).

Approved, C.C.B.D., C.S.E.A.

By President (signed) Joseph Heiser  
Date 7/1/75

(signed) ADAM MURESKI

(signed) WALTER J. WEEKS

Approved by Board of Education and Local 237 I.B.T.

July 1, 1981

## **ARTICLE X - JOB DESCRIPTION**

1. Automotive Mechanic III
2. Bus Dispatcher
3. Custodial Worker I
4. Custodian/Bus Driver
5. Groundskeeper I
6. Groundskeeper II
7. Groundskeeper III
8. Maintenance Mechanic I
9. Maintenance Mechanic II
10. Maintenance Mechanic IV
11. School Bus Driver
12. Guard
13. Night Shift Supervisor
14. School Transportation Assistant

## AUTOMOTIVE MECHANIC III

### DISTINGUISHING FEATURE OF THE CLASS

Under supervision, an Automotive Mechanic III is a journeyman mechanic engaged in diagnosing malfunctions of automotive vehicles and auxiliary equipment and repairing or replacing parts as necessary. The employee uses independent judgment in carrying out assignments after receiving work orders and is responsible for testing results after completion. The employee may supervise lower level Automotive Mechanics. Performs related work as required.

### TYPICAL WORK ACTIVITIES

Determines parts requirements and obtains them from parts storage area or writes parts order; examines vehicles and diagnoses repair and maintenance requirements; attends in-service training sessions provided by manufacturers of equipment in use; diagnoses mechanical and electrical problems, rebuilds engines and transmissions, regrinds valves, rewires generators, adjusts engine timing, repair hydraulic systems, repairs power brakes and power steering; repairs auxiliary equipment used with automotive vehicles such as plows, mowers, sprayers, cement mixers, small generators, chain saws; answers road calls and tows in vehicles which cannot be repaired on the road; performs New York State vehicle inspections on district vehicles; road tests vehicles to check work results after completion.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS

Thorough knowledge of the methods, materials, tools and standard practices of the automotive mechanic trade; good knowledge of the occupational hazards and safety precautions of the trade; good knowledge of the operating and repair characteristics of the wide variety of automotive equipment utilized; good knowledge of the mechanisms, systems and components of gasoline and diesel fueled vehicles and equipment; skill in the use and care of tools, machines and testing instruments of the trade; ability to adapt available tools and repair parts to specific repair problems; ability to diagnose malfunctioning of automotive and mechanical equipment; ability to execute written instructions and to follow diagrams and sketches; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS

Either: (a) Completion of two (2) years of vocational education courses in either a vocational school program or in an apprentice or training program in automotive mechanics and two (2) years of work experience in the repair and rebuilding of mechanical systems and components of automotive equipment; or (b) four (4) years of experience in the repair and rebuilding of mechanical systems and components of automotive equipment; or (c) satisfactory equivalent combination of the above education and experience; or (d) two (2) years of experience as an Automotive Mechanic II.

### NECESSARY SPECIAL REQUIREMENTS

Possession of the appropriate license issued by the New York State Department of Motor Vehicles. The type of license required will be determined by the appointing authority with respect to the type of vehicle to be operated.

## BUS DISPATCHER

### DISTINGUISHING FEATURES OF THE CLASS

An employee in this class is responsible for supervising and coordinating the work of School Bus Drivers with responsibility for scheduling runs and assigning drivers. The employee also performs other duties in the school transportation department under the supervision of the School Transportation Supervisor. Work is reviewed through conferences and written reports. Performs related work as required.

### TYPICAL WORK ACTIVITIES

Makes bus-run schedules for the transportation of students in a large school district. Assigns drivers and vehicles to bus route and to provide transportation to special events such as football games, music festivals, and field trips. Checks bus stops to observe student behavior and safety. Measures maximum walking distance to each school from all areas surrounding school and develops map templates from these measurements.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS

Good knowledge of the geography of the school district; good knowledge of motor vehicle laws and safety precautions pertaining to school bus operation; ability to coordinate and schedule manpower and equipment available to achieve a smooth and efficient transportation program; ability to supervise subordinates in a manner conducive to a high level of performance and cooperation; ability to understand and carry out oral and written instructions; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS

#### OPEN COMPETITIVE

Three (3) years' experience in driving or scheduling buses for a transportation system.

### NECESSARY SPECIAL REQUIREMENT

Candidates must possess a Class 2 Vehicle Operator's License issued by New York at the time of appointment.

## CUSTODIAL WORKER I

### DISTINGUISHING FEATURES OF THE CLASS

Under direct supervision, an employee in this class performs moderately heavy manual work cleaning municipal buildings. The incumbent is responsible for a variety of housekeeping tasks and occasional minor maintenance during an assigned shift. Some assignments may require skills which are readily learned on the job. Work is performed under direct supervision of a Custodial Worker II or other superior, but many tasks assigned may be routine and repetitive, and once learned can be carried on without difficulty and with less direct supervision. Does related work as required.

### TYPICAL WORK ACTIVITIES

Mops, waxes, polishes and strips floor; vacuums carpets; dusts and polishes furniture, bookcases, paneling and light fixtures; washes windows, wall and woodwork; empties garbage cans and trash baskets; cleans lavatories, and replenishes supplies; moves furniture and equipment from one place to another as directed; makes minor repairs; may perform painting during school recess; occasionally performs outside maintenance tasks, such as shoveling snow; may perform grounds maintenance work during the school recess.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS

Working knowledge of the materials, methods and equipment used in custodial work; ability to understand and follow simple oral and written instructions; ability to make minor repairs and adjustments to cleaning equipment; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS

There are no minimum education or experience requirements for this position.

## CUSTODIAN/BUS DRIVER

### DISTINGUISHING FEATURES OF THE CLASS

Performs unskilled and semi-skilled maintenance and cleaning in building assigned when not driving bus. Under immediate supervision, employees in this class performs one or a variety of duties involving physical exertion and requiring some dexterity in the use of small hand or machine tools, or operation of the less complex power equipment. They do more difficult and responsible work than laborers and custodial workers and exercise greater independent judgment in typical work situations. All work is subject to check in progress and upon completing for adherence to work standards and schedules.

### TYPICAL WORK ACTIVITIES

Performs unskilled or semi-skilled work in assisting a tradesman or maintenance man; carries tools and supplies to work area; performs rough work in the trades area involved; cleans work area after completion of job. Clean windows, replaces light bulbs, moves desks, file cabinets and other furniture.

May mow lawns, rake leaves, or perform other grounds maintenance work around a public building or institution.

Participates in the cleaning of a school building; paints rooms and equipment; repairs and refinishes furniture; makes minor electrical and plumbing repairs; opens and/or locks building; may substitute for Head Custodian in his absence.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS

Some knowledge of the tools and methods used in buildings and grounds maintenance. Ability to operate simple hand machinery, equipment, and tools. Skill in the operation of hand tools. Sufficient physical strength and agility, and freedom from disabling defects to do heavy manual labor, occasionally under adverse weather conditions.

### MINIMUM QUALIFICATIONS

- A. Completion of a standard grade school course and some experience in building, cleaning and maintenance work.
- B. Completion of a standard grade school course and some experience as a carpenter, plumber, electrician, painter, mechanic, steam fireman or in other related maintenance work.

OR

- C. Any combination of training and experience sufficient to indicate ability to do the work, as well as read and understand instructions.

### NECESSARY SPECIAL REQUIREMENTS

Candidate must be 21 years of age.

## GROUNDSKEEPER I

### DISTINGUISHING FEATURES OF THE CLASS

The work involves the performance of unskilled or limited semi-skilled manual tasks in the maintenance of public grounds. An employee in this class is responsible for performing a variety of light and heavy manual laboring tasks in the grounds maintenance of public parks or other municipal grounds. Some assignments, including elementary equipment operation, may require skills which may be readily learned on the job. The work is performed under the direct supervision of assigned supervisory personnel, but many tasks assigned may be routine and repetitive in nature and once learned, can be carried on without difficulty and under only general supervision. Does related work as required.

### TYPICAL WORK ACTIVITIES

Performs a variety of grounds maintenance work not requiring specialized knowledges and skills. Cultivates, prunes, sprays and trims, trees and shrubbery; burlaps trees, taping sacks around the roots. Assists a supervisor in planting and transplanting trees and shrubbery by burying roots and putting soil and water around roots; trims hedges and rakes leaves. Removes snow, and salts and sands driveways and sidewalks, and performs custodial tasks during winter months.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS

Some knowledge of the methods used in planting, cultivating, pruning and the general care of plants, flowers, shrubs, and lawns; some knowledge of simple tools used in ground maintenance work; skill in the use of ground maintenance equipment; ability to understand and follow oral and written instructions; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS

There are no minimum educational or experience requirements for this position.



## GROUNDSKEEPER II

### DISTINGUISHING FEATURES OF THE CLASS

The employee in this class performs skilled work in the maintenance of municipal grounds. the work differs from that of a Groundskeeper I in that the employee in this class supervises a small number of subordinate employees who are engaged in the maintenance and improvement of municipal grounds including parks, beaches, recreational facilities, and the grounds surrounding public buildings. Responsibility is included for instructing employees regarding work procedures and methods. The nature of the work is such that the employee is required to participate in grounds maintenance activities. The work is performed under the general supervision of a Groundskeeper III or other assigned supervisory personnel and is reviewed while in progress and upon completion for the achievement of desired results. Does related work as required.

### TYPICAL WORK ACTIVITIES

Supervises and participates in the seeding and mowing of lawns; planting and pruning of trees and shrubbery; raking leaves, and removal of ice and snow from pedestrian paths on grounds of parks, beaches, and recreational and governmental facilities. Supervises and participates in skilled propagation, cutting, planting, transplanting, mulching, and cultivation of flowers, plants and shrubs. Oversees the application of fertilizers and insecticides to plants. Supervises and participates in the operation and maintenance of related machinery and equipment. Requisitions supplies and equipment.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS

Good knowledge of effective supervisory techniques; good knowledge of the occupational hazards and necessary safety precautions in grounds maintenance work; some knowledge of the methods used in propagating, planting, cultivating, pruning and general care of plants, flowers, shrubs and lawns; some knowledge of the tools, terminology and practices of grounds keeping and construction trades; ability to supervise a crew of subordinates in a manner conducive to full performance and high morale; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS

Two (2) years of experience in grounds maintenance activities.

### GROUNDSKEEPER III

#### DISTINGUISHING FEATURES OF THE CLASS

The work involves responsibility for supervising and participating in the maintenance of municipal grounds. The work differs from a Groundskeeper II in that the employee in this class is responsible for supervising the work of a number of crews which are engaged in grounds maintenance activities in a large municipality, or for the overall direction of the grounds maintenance activities in a small municipality. The maintenance and improvement of municipal grounds including parks, beaches, recreational facilities, and the grounds surrounding public buildings. Responsibility is included for determining work assignments, instructing employees regarding work procedures and methods, and performing inspections of completed work. The nature of the position is such that the Incumbent is required to participate in grounds maintenance activities. The work is performed under the general supervision of the grounds maintenance supervisor in a large municipality or an administrative supervisor in a smaller agency, and is reviewed through consultation and review of completed assignments. Does related work as required.

#### TYPICAL WORK ACTIVITIES

Supervises the work of subordinate employees who are engaged in the seeding and mowing of lawns; planting and pruning of trees and shrubbery; raking of leaves; and removal of ice and snow from pedestrian paths on grounds of parks, beaches, and recreational and governmental facilities. Prepares work assignments based on the maintenance schedule determined by the Grounds Maintenance Supervisor or other assigned supervisor. Performs on-site inspections of work performed by grounds maintenance crews at various locations. Supervises the issuance and use of tools and equipment required for the performance of assigned maintenance activities. Supervises the operation of motor vehicles and equipment assigned to the maintenance work crews. Submits requests and cost estimates for materials and equipment needed by the work crews in the performance of assigned activities. Maintains attendance records for subordinate personnel.

#### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS

Thorough knowledge of effective supervisory techniques; thorough knowledge of the occupational hazards and necessary safety precautions in grounds maintenance work; good knowledge of the methods used in propagating, planting, cultivating, pruning and general care of plants, flowers, shrubs, and lawns; good knowledge of the tools, terminology and practices of grounds keeping and construction trades; ability to plan, assign and supervise the work of subordinate employees in a manner conducive to full performance and high morale; ability to understand and effectively carry out written and oral instructions; ability to interpret and work from technical plans and sketches; physical condition commensurate with the demands of the position.

#### MINIMUM QUALIFICATIONS

Four (4) years of experience in grounds maintenance activities.

## MAINTENANCE MECHANIC I

### DISTINGUISHING FEATURES OF THE CLASS

An employee in this class performs a variety of semi-skilled tasks in the maintenance and repair of public facilities and properties. The employee assists higher level Maintenance Mechanics and performs a variety of tasks in craft areas such as plumbing, masonry, carpentry, electricity, welding, machine operations and equipment maintenance. Work of this nature may be found in operations relating to the maintenance of a variety of public buildings, facilities and equipment. A given work assignment generally requires the use of hand tools and power tools commonly used in the particular craft. Employees in this class require a higher level of technical skill and mechanical ability and a more frequent use of complex tools than do laborers and custodial workers. Employees are expected to exhibit some initiative and judgment in typical work situations. Maintenance Mechanics I are frequently employed in those departments or jurisdictions in which work is performed singly or in small groups and the incumbent is expected to contribute some mechanical capability to the task at hand. Responsibilities include reporting of unsafe or undesirable conditions to the supervisor. Work is subject to inspection in progress or upon completion by craftsmen, crew leaders, or other supervisory personnel. Does related work as required.

### TYPICAL WORK ACTIVITIES

Assists a maintenance mechanic of a high classification in the servicing and repair of machinery and equipment, such as electric motors, pumps, meters, compressors, and chain saws; clean, oils and greases machinery. Performs unskilled and semi-skilled work in assisting a tradesman; performs rough work in the craft areas involved; cleans work area after completion of the job. Assists higher level maintenance mechanics in the installation of water and sewer service lines, meter pits, water meters, curb stops, water and sewer mains, water supply ones, valves, fittings and hydrants; may also read water meters. Performs a variety of minor maintenance work in public buildings; clears stopped drains, changes electrical switches, repairs door locks, replaces floor and wall tiles, and assists in the repair and replacement of window panes, door frames, shelves and cabinets. Assists in the installation of catch basins, drainage pipes, sidewalks and curbs along public roads; mixes cement and performs rough cement work; lays pipe and joins sections of pipe and brackets; assists a skilled cement finisher in building forms for curbs and sections of sidewalk. Assists a higher level mechanic in the repair of heating and cooling equipment; cleans boilers. performs rough painting. Sets up ladders, scaffolding, barricades, sheeting, shoring and bracing as directed.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS

Working knowledge of tools and procedures used in building and mechanical trades; ability to use hand tools and common power tools used in maintenance and repair work; ability to understand and follow oral and written instructions; skill in the operation of hand tools; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS

- Either: A. Completion of one (1) year of vocational education courses in a vocational school program or in an apprentice or training program in one of the craft areas;
- or,
- B. One (1) year of experience in minor maintenance or repair work; or,
- C. A satisfactory equivalent combination of the above education or training and experience as defined by the limits of A and B.

## MAINTENANCE MECHANIC II

### DISTINGUISHING FEATURES OF THE CLASS

An employee in this class performs sub-craftsman level maintenance and repair work in a variety of buildings and mechanical crafts areas such as: electricity, plumbing, mechanical, carpentry, boiler operation, masonry and welding. Work differs from that performed by Maintenance Mechanic I in that the employee may act as a lead worker in larger facilities, work independently in a small facility or perform more complex work than a Maintenance Mechanic I. The level of work is below that of a Maintenance Mechanic III in that it does not require as high a degree of skill in a particular craft. Assignments are usually received verbally and may be accompanied by sketches, blueprints, assembly diagrams or operating instructions. Instructions are usually specific as to the nature of the work to be done. A Maintenance Mechanic II may devise methods for accomplishing assigned tasks and may work with some independence, but all work is subject to inspection in progress and upon completion by craftsman, foremen, or other supervisory personnel. Does related work as required.

### TYPICAL WORK ACTIVITIES

Performs minor electrical (110-220) work, such as cutting, bending and threading conduit, cable pulling, battery maintenance, resetting and adjusting clocks and replacing incandescent and fluorescent fixtures and ballasts, and installing and adjusting thermostats. Makes general minor repairs to wood fixtures, ramps, ladders and frames; assists in the installation of door locks, hinges, shelf brackets, sash chains, and other hardware fixtures; assists higher level mechanics in cutting, fitting, assembling and erecting wooden objects and structures; cuts glass to size and shape and inserts in frames. Maintains and repairs mechanical equipment, compressors, pumps, heat exchangers, refrigeration equipment, including the repair or replacement of motors, fans, belts, couplings, volutes, filters and other component parts; cleans and repairs burners, boilers and coils, makes adjustments for motor alignment, air flow and temperature/pressure controls. Paints independently or under direction of craftsmen or foremen; sands down furniture or other items to be painted; applies primer and finishing coat using brush or spray gun; mixes plaster or cement and makes repairs. Performs semi-skilled work in painting railroad and pedestrian crossing using stencils, spray painting equipment and paint striping machines; lays out and participates in painting of markings for parking lot stalls. Assembles swing sets, slides, benches, picnic tables and other equipment used in parks and recreation areas, mixes cement and pours foundations; installs and repairs fences. Assists higher level Maintenance Mechanics in the maintenance, repair and overhaul of air conditioner, heating and refrigeration equipment and other complex machinery. Assists craftsmen or works independently to unclog sinks, toilets, sewer lines and similar apparatus. Operates and performs basic maintenance and simple repairs on high pressure steam boilers and/or high temperature water systems; regulates fuel oil pressure, oil temperatures, and water, steam and oil pressures; monitors and performs safety checks of equipment. Erects scaffolding, loads and unloads materials and clean tools. Use blueprints, assembly diagrams, operating instructions and parts manuals in performing a variety of duties.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS

Good knowledge of the standard tools, materials, methods and practices of the trade areas to which the incumbent is assigned; good knowledge of the occupational hazards and safety precautions of the work; ability to understand and follow oral and written instructions, and to interpret and work from rough sketches; ability to make rough estimates of time and material

requirements; ability to develop skill in the use and care of the tools, materials and equipment of the trade area concerned; physical condition commensurate with the materials and equipment of the trade area concerned; physical condition commensurate with the demands of the position.

**MINIMUM QUALIFICATIONS**

- Either: A. Completion of two (2) years of vocational education courses in a vocational school program or in an apprentice or training program in one of the craft areas;  
or,  
B. Two (2) years of experience in minor maintenance or repair work; or,  
C. An equivalent combination of education, or training, and experience as defined by the Limits of A and B; or,  
D. One (1) year of experience as a Maintenance Mechanic I.

## MAINTANCE MECHANIC IV

### DISTINGUISHING FEATURES OF THE CLASS

An employee in this class performs work at the craftsman level in more than one major trade area, such as carpentry, plumbing, mechanical, electrical, high temperature water systems, and welding, or participates in craftsman level work in one or more of the major areas while acting as the lead worker for a trades crew. A Maintenance Mechanic IV monitors/supervises the work of subordinate Maintenance Mechanics and instructs them. Supervision is received from a technical or administrative superior through conferences, examination of completed work, and/or review of crew operations. Does related work as required.

### TYPICAL WORK ACTIVITIES

Determines methods of work and materials to be used for projects; may discuss with superiors the feasibility of a project being considered; Performs skilled carpentry work in the construction or alterations of buildings and furniture; Lays out and installs new electrical wiring systems, including high voltage equipment; Repairs, installs overhauls and maintains complex machinery including high temperature water systems, heating and air conditioning systems and electronic systems; Performs complex work in the field of masonry, including ceramic and terrazzo tiling; Installs and repairs major plumbing systems; modifies plans and equipment as necessary; May lead the work of tradespersons for compliance to specifications and standards; Plans and lays out projects to be completed by subordinate employees; instructs subordinates in methods and procedures when necessary.

### FULL PEFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISITCS

Thorough knowledge of the tools, materials, methods and practices of one or more major trade area; thorough knowledge of the pertinent rules, regulations and codes which are applicable to the particular trade or trades; thorough knowledge of the occupational hazards and safety precautions of the work; thorough knowledge of the procedures involved in the laying out of projects; ability to lead the work of subordinate employees in a manner conducive to full performance and high morale; ability to work from complex instructions, building specifications, blueprints and sketches; ability to make time, material and cost estimates; ability to understand and follow oral and written instructions; skill in the use and care of tools, materials and equipment of the trade; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS

- Either: A. Completion of two (2) years of vocational education courses in a vocational school program or in an apprentice or training program in one of the craft areas, and four (4) years of work experience in the major craft area to which the incumbent will be assigned; or
- B. Six (6) years of work experience in the major craft areas to which the incumbent will be assigned; or
- C. An equivalent combination of the above education or training, and experience as defined by the limits of A and B; or
- D. One (1) year as a permanent Maintenance Mechanic III.

### NECESSARY SPECIAL REQUIREMENT

Depending on the nature of the assignment, at the time of appointment and during employment in this title, candidates may be required to possess a valid New York State driver's license appropriate for the vehicle to be operated or otherwise demonstrate their capacity to meet the transportation needs of the job.

## SCHOOL BUS DRIVER

### DISTINGUISHING FEATURES OF THE CLASS

Under supervision, performs routine work involving the skilled handling of a school bus on regularly scheduled trips to and from school and to special cultural and athletic events. The employee has considerable responsibility for maintaining order and insuring the safety of student passengers while a bus is in operation. Work includes the regular servicing and cleaning of an assigned school bus. Detailed instructions and supervision are given at the beginning of employment and on new assignments, but regular assignments are performed more independently as experience and skill are gained. Work is performed under the supervision of a Head Bus Driver or administrative superior who periodically reviews work in progress for adherence to safety precautions and the New York State Motor Vehicle Laws. Does related work as required.

### TYPICAL WORK ACTIVITIES

Operates a school bus on scheduled school trips. Transports students to special social, cultural and athletic events. Performs minor servicing work such as checking oil, battery, tires, and the general running condition of a school bus. Cleans, washes and polishes buses as required.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Good knowledge of the geography of the school district and of traffic regulations pertaining to school buses; good knowledge of school bus operation and of the techniques and methods used in servicing and effecting minor repairs to such equipment; skill in the operation of a school bus; ability to operate a school bus safely and efficiently in traffic, and under adverse weather conditions; ability to follow oral and written instructions; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS

Possession of the appropriate license issued by the New York State Department of Motor Vehicles. The type of license required will be determined by the appointing authority with respect to the type of vehicle to be operated.

### NECESSARY SPECIAL REQUIREMENT

Candidates must satisfy the requirements for School Bus Driver set forth in the Rules and Regulations of the New York State Commissioner of Education. Drivers must be at least twenty-one (21) years of age. The type of license required will be determined by the appointing authority with respect to the type of vehicle to be operated. License must be maintained throughout employment in this position.

## GUARD

### DISTINGUISHING FEATURES OF THE CLASS

An employee in this class stands watch and/or patrols a specific area during an assigned shift to safeguard grounds, buildings, materials and equipment against fire, trespass, theft and other hazards. the incumbent may also direct parking and guide visitors to locations. Work is performed independently according to established procedures. Unusual occurrences or circumstances are reported to the proper authorities. Supervision is provided by a Senior Guard or other superior, who makes periodic checks for performance of duties. Does related work as required.

### TYPICAL WORK ACTIVITIES

Guards entrance gate or other specified area to prevent unauthorized persons and vehicles from entering the premises. Patrols grounds and buildings, looking for signs of unusual occurrences. Makes security checks of gates, windows, door and lights; checks boiler room gauges. Directs parking of visitors' vehicles according to established parking regulations. Reports disturbances or suspicious circumstances. May submit reports or log data concerning daily activities.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES & PERSONAL CHARACTERISTICS

Working knowledge of the basic rules of good conduct expected on public grounds and in public buildings; working knowledge of the buildings and grounds patrolled and of the rules, regulations and procedures pertaining to admissions; ability to observe suspicious activities and report evidence of loss or damage to property; ability to prepare written reports; ability to deal courteously and tactfully with the public; ability to follow oral and written instructions; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS

There are no minimum qualifications for this class.

### NECESSARY SPECIAL REQUIREMENT

Depending on assignment, possession of a valid New York State driver's license at time of appointment; if required, license must be maintained throughout employment in this title.



### NIGHT SHIFT SUPERVISOR

Responsible for the effective supervision of the night crew. Typical activities include assignment, evaluation and training of personnel. Monitoring of equipment and supply usage. Securing of building. Other related responsibilities as assigned by the Head/Chief Custodian.

## SCHOOL TRANSPORTATION ASSISTANT

### DISTINGUISHING FEATURES OF THE CLASS

An employee in this class operates a school bus and assists the Head School Bus Driver or other administrative supervisor in maintaining vehicle mileage service and repair records. Work is performed under the general supervision of the Head Bus Driver and/or other administrative superior who reviews work through oral and written reports. Does related work as required.

### TYPICAL WORK ACTIVITIES

Operates school buses on regularly scheduled routes or as needed in transporting students to special events;

Assists in maintaining gas, oil and maintenance records of school bus equipment and preparing employee time reports;

Answers phone and monitors two-way communication system.

Maintain 19A, SED and DMV files to keep district in compliance, handle DMV audits.

Assist in training new drivers. Assist in retraining drivers who have had violations or accidents.

Train new attendants or retrain attendants when needed.

Assist dispatcher as needed, fill in for dispatcher as needed.

Maintain driver certification requirements or SED requirements as needed.

### FULL PERFORMANCE KNOWLEDGES, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS

Good knowledge of school bus operation and the techniques; good knowledge of methods used in servicing and effecting minor repairs to buses; good knowledge of the motor vehicle laws and safety precautions pertaining to school bus operation; some knowledge of office equipment and its operation; some knowledge of the geography of the school district and of traffic regulations pertaining to bus operation; skill in the operation of a school bus; ability to operate a school bus safely and efficiently in traffic and under adverse weather conditions; ability to operate simple communication equipment; ability to keep records and to prepare written reports; ability to understand and carry out oral and written instructions; physical condition commensurate with the demands of the position.

### MINIMUM QUALIFICATIONS

Graduation from a standard senior high school or possession of a high school equivalency diploma and one (1) year of experience in the operation of automotive equipment.

Possession of the appropriate license issued by the NYS Department of Motor Vehicles for driver certification and training, and for driving a school bus.

### NECESSARY SPECIAL REQUIREMENTS

Candidate must have 19A examiner.

Candidate must be certified as a School Bus Driver Examiner.

Candidate must satisfy the requirements for School Bus Driver set forth in the Rules and Regulations of the NYS Commissioner of Education.


Drivers must be at least 21 years of age.

License(s) must be maintained throughout employment in this position.

#### ARTICLE XI - DURATION OF CONTRACT

The provisions of this Agreement shall be effective July 1, 2011 and shall continue in full force and effect until June 30, 2017.

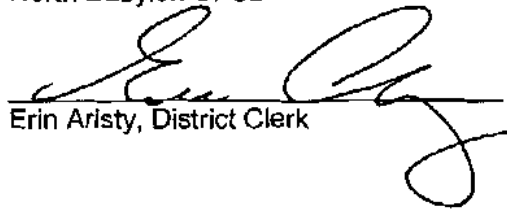
The Board of Education recognizes the TEAMSTERS UNION LOCAL 237 as the sole bargaining agent for the time permitted under the Taylor Law.



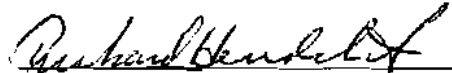
Janet Meyerson, President  
North Babylon Board of Education



Salvatore Carambia, Interim Superintendent  
North Babylon UFSD



Erin Arlisy, District Clerk



Richard Hendershot, Vice President



John Burns, Long Island Director

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# APPENDIX A, A1

## OPERATION, MAINTENANCE AND TRANSPORTATION SALARY SCHEDULES

2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
0.00%	0.00%	1.50%	1.50%	1.50%	1.50%

effective 1/1/2014

### STEP

### TITLE

#### CUSTODIAL WORKER I

1	41,140	41,140	41,757	42,383	43,019	43,664
2	42,314	42,314	42,949	43,593	44,247	44,911
3	43,481	43,481	44,133	44,795	45,467	46,149
4	44,651	44,651	45,321	46,001	46,691	47,391
5	45,815	45,815	46,502	47,200	47,908	48,626
6	46,986	46,986	47,691	48,406	49,132	49,869
7	48,157	48,157	48,879	49,613	50,357	51,112
8	49,325	49,325	50,065	50,816	51,578	52,352

#### BUS DRIVER, MMI, DISPATCHER

1	44,640	44,640	45,310	45,989	46,679	47,379
2	45,934	45,934	46,623	47,322	48,032	48,753
3	47,216	47,216	47,924	48,643	49,373	50,113
4	48,520	48,520	49,248	49,987	50,736	51,497
5	49,799	49,799	50,546	51,304	52,074	52,855
6	51,092	51,092	51,858	52,636	53,426	54,227
7	52,381	52,381	53,167	53,964	54,774	55,595
8	53,671	53,671	54,476	55,293	56,123	56,964

2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
0.00%	0.00%	1.50%	1.50%	1.50%	1.50%

effective 1/1/2014

**STEP**

**TITLE**

**AUTO MECHANIC III, GROUNDSKEEPER I**

1	49,924	49,924	50,673	51,433	52,204	52,988
2	51,387	51,387	52,158	52,940	53,734	54,540
3	52,846	52,846	53,639	54,443	55,260	56,089
4	54,309	54,309	55,124	55,950	56,790	57,642
5	55,788	55,788	56,625	57,474	58,336	59,211
6	57,251	57,251	58,110	58,981	59,866	60,764
7	58,701	58,701	59,582	60,475	61,382	62,303
8	60,166	60,166	61,068	61,985	62,914	63,858

**GROUNDSKEEPER III**

1	57,446	57,446	58,308	59,182	60,070	60,971
2	59,171	59,171	60,059	60,959	61,874	62,802
3	60,946	60,946	61,860	62,788	63,730	64,686
4	62,772	62,772	63,714	64,669	65,639	66,624
5	64,653	64,653	65,623	66,607	67,606	68,620
6	66,594	66,594	67,593	68,607	69,636	70,680
7	68,587	68,587	69,616	70,660	71,720	72,796
8	70,644	70,644	71,704	72,779	73,871	74,979

**MAINTENANCE MECHANIC II**

1	56,201	56,201	57,044	57,900	58,768	59,650
2	57,884	57,884	58,752	59,634	60,528	61,436
3	59,620	59,620	60,514	61,422	62,343	63,278
4	61,407	61,407	62,328	63,263	64,212	65,175
5	63,251	63,251	64,200	65,163	66,140	67,132
6	65,149	65,149	66,126	67,118	68,125	69,147
7	67,100	67,100	68,107	69,128	70,165	71,217
8	69,111	69,111	70,148	71,200	72,268	73,352

2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
0.00%	0.00%	1.50%	1.50%	1.50%	1.50%

effective 1/1/2014

**STEP**

**TITLE**  
**BUS DRIVER PT**

1	20.89	20.89	21.20	21.52	21.84	22.17
2	21.43	21.43	21.75	22.08	22.41	22.75
3	21.95	21.95	22.28	22.61	22.95	23.30
4	22.50	22.50	22.84	23.18	23.53	23.88
5	22.97	22.97	23.31	23.66	24.02	24.38

**CUSTODIAL WORKER PT**

1	15.56	15.56	15.79	16.03	16.27	16.51
2	16.08	16.08	16.32	16.57	16.81	17.07
3	16.59	16.59	16.84	17.09	17.35	17.61
4	17.11	17.11	17.37	17.63	17.89	18.16
5	17.60	17.60	17.86	18.13	18.40	18.68

**SECURITY CHIEF PT**

1	17.20	17.20	17.46	17.72	17.99	18.26
2	17.73	17.73	18.00	18.27	18.54	18.82
3	18.22	18.22	18.49	18.77	19.05	19.34
4	18.74	18.74	19.02	19.31	19.60	19.89
5	19.23	19.23	19.52	19.81	20.11	20.41

**BUS DRIVER 10 MONTHS**

1	21.46	21.46	21.78	22.11	22.44	22.78
2	22.10	22.10	22.43	22.77	23.11	23.46
3	22.71	22.71	23.05	23.40	23.75	24.10
4	23.33	23.33	23.68	24.04	24.40	24.76
5	23.95	23.95	24.31	24.67	25.04	25.42
6	24.57	24.57	24.94	25.31	25.69	26.08
7	25.19	25.19	25.57	25.95	26.34	26.74
8	25.81	25.81	26.20	26.59	26.99	27.39

## APPENDIX A2

### SCHOOL TRANSPORTATION ASSISTANT

#### SALARY SCHEDULES

2011-2012	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
0.00%	0.00%	1.50%	1.50%	1.50%	1.50%

effective 1/1/2014

#### STEP

1	N/A	41,325	41,945	42,574	43,213	43,861
2	N/A	42,619	43,258	43,907	44,566	45,234
3	N/A	43,913	44,572	45,240	45,919	46,608
4	N/A	45,195	45,873	46,561	47,259	47,968
5	N/A	46,499	47,196	47,904	48,623	49,352
6	N/A	47,778	48,495	49,222	49,960	50,710
7	N/A	48,437	49,164	49,901	50,650	51,409
8	N/A	49,727	50,473	51,230	51,998	52,778



NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

(File in Duplicate)

TO: ASSISTANT SUPERINTENDENT

DATE: \_\_\_\_\_

SUBJECT: POSITION VACANCY

I am interested in applying for the position of

(Title) \_\_\_\_\_

I am presently employed in the position of \_\_\_\_\_  
(Title)

at \_\_\_\_\_  
(Location)

\_\_\_\_\_  
(Your Signature)

Job Acceptance is subject to these rules:

1. If you are accepted, you will be required to serve a twenty-six (26) week probationary period.
2. During the probationary period you will be subject to Civil Service Rules and Regulations.
3. In the event of unsatisfactory work or disciplinary action, you will be immediately notified, in writing. (A copy will be sent to the Union.)
4. Your previous position will be kept open until completion of your probationary period. Another employee may be hired on a TEMPORARY BASIS. This TEMPORARY EMPLOYEE will be released in the event you do not satisfactorily complete your probationary period.

**\*Duplicate copy will be signed by Assistant Superintendent and returned to you acknowledging receipt of your application.**

\_\_\_\_\_  
Assistant Superintendent

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

TO: EMPLOYEES OF CUSTODIAN, CUSTODIAN-BUS DRIVER UNIT  
FROM: ASSISTANT SUPERINTENDENT  
DATE: \_\_\_\_\_  
SUBJECT: POSITION VACANCY

The following position vacancy(s) is available for district employees, as indicated below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proper forms (Appendix B) will be available in the Chief/Head Custodian and Transportation Offices.

All replies are to be returned to my office by \_\_\_\_\_  
(Date)

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

TO: \_\_\_\_\_  
FROM: ASSISTANT SUPERINTENDENT  
DATE: \_\_\_\_\_  
SUBJECT: APPLICANT SELECTED FOR POSITION VACANCY

After reviewing the qualifications of all applicants for the vacancy announced on \_\_\_\_\_  
(date)  
for the position of \_\_\_\_\_, please be advised  
that \_\_\_\_\_ has been selected to fill this  
vacancy.

\_\_\_\_\_  
Assistant Superintendent

APPENDIX D

# NORTH BABYLON UNION FREE SCHOOL DISTRICT ABSENCE REQUEST

## APPENDIX E

### INSTRUCTIONS:

1. This form is to be used for an absence request due to **personal business, vacation** and a **leave of absence**. Do not request more than one type of absence on the same request form. This form is to be completed by all employees except NBTO members.
2. To request an absence for **personal business**, complete all necessary information and submit the request to the unit administrator **PRIOR** to the requested absence. A **personal business absence** request shall have prior authorization of either the Superintendent of Schools or a designated representative(s), in accordance with the district's administrative regulations.
3. To request an absence for **vacation**, complete all necessary information and submit the request to the unit administrator **PRIOR** to the requested absence. A **vacation request** shall have **PRIOR** authorization of **BOTH** the unit administrator and the Superintendent of Schools or a designated representative.
4. To request a **leave of absence**, complete all necessary information and submit the request to the unit administrator **PRIOR** authorization of **BOTH** the unit administrator and the Superintendent of Schools or a designated representative. Include an explanation of the reason for the requested leave of absence.

Employee Name _____			
Last	First	Middle	
Position _____	School / Location _____	Date _____	
<b>Type of Absence Requested:</b> (Check one and complete appropriate section) _____ Personal Business      _____ Vacation      _____ Leave of Absence			
<b>Is a Substitute Needed</b> _____ Yes      _____ No			

<b>PERSONAL BUSINESS REQUEST:</b> I hereby request the following date(s) of absence(s) to conduct personal business that cannot be conducted at any other time beyond the daily work days	
Number of personal days requested _____	
Dates of absence requested _____	
<b>VACATION REQUEST:</b> Number of vacation days requested _____ Vacation dates requested _____	
<b>LEAVE OF ABSENCE REQUEST (UNPAID)</b> Duration of Requested Leave (Number of days, weeks, months, or years) _____ Starting Date of Requested Leave _____      Date You Will Return to Work _____ Reason: _____	

Employee Signature _____	Date: _____
--------------------------	-------------

<b>UNIT ADMINISTRATOR AUTHORIZATION/RECOMMENDATION</b>	
_____ APPROVAL RECOMMENDED	_____ APPROVAL NOT RECOMMENDED
COMMENT: _____	
Administrator Signature: _____	Date: _____

<b>SUPERINTENDENT APPROVAL (OR DESIGNEE)</b>	
_____ ABSENCE APPROVED	_____ ABSENCE NOT APPROVED
COMMENT: _____	
Signature: _____	

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

TO: ASSISTANT SUPERINTENDENT  
North Babylon Union Free School District

REPORT OF ABSENCE FORM - NON-INSTRUCTIONAL

DATE \_\_\_\_\_

NAME: \_\_\_\_\_

SCHOOL \_\_\_\_\_

DATES OF ABSENCE: \_\_\_\_\_

REASON FOR ABSENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Your Signature)

SICK DAY ALLOWANCE

1. PROBATIONARY EMPLOYEES - Sick day allowance for full-time probationary employees will be two (2) days for the six-month period. Commencing the seventh month the remainder of the days will be credited for the balance of the budget year.
2. FULL-TIME EMPLOYEES - Sick day allowance for full-time employees will be twelve (12) days per year for 12-month employees and will be unlimited accumulative.

APPENDIX F

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

TO: ASSISTANT SUPERINTENDENT  
North Babylon Union Free School District

REPORT OF ABSENCE FORM - NON-INSTRUCTIONAL

PART-TIME EMPLOYEES

DATE \_\_\_\_\_

NAME: \_\_\_\_\_ BUILDING  
ASSIGNMENT \_\_\_\_\_

DATES OF ABSENCE: \_\_\_\_\_

REASON FOR ABSENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Your Signature)

SICK DAY ALLOWANCE

A part-time employee will be allowed the following sick time, using February 1st as the cut-off date. Sick leave will coincide with step increase on July 1st.

After working one year	-	3 days
After working two years	-	4 days
After working three years	-	5 days
After working four years	-	6 days
After working ten years	-	7 days

These days shall be unlimited accumulative. As for sick leave, payment shall be for the number of hours constituting the normal work day schedule for the part-time employee.

APPENDIX G

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York  
(Forward in Duplicate)

REPORT OF DAYS USED FOR BEREAVEMENT

TO: ASSISTANT SUPERINTENDENT

FROM: \_\_\_\_\_

I request that the following days be recorded as absence for bereavement:

Dates \_\_\_\_\_ Total Days \_\_\_\_\_

Relationship \_\_\_\_\_

REVIEWED & APPROVED BY \_\_\_\_\_  
(Immediate Supervisor)

\_\_\_\_\_  
(Assistant Superintendent)

These days are not to be charged against sick days, vacation days or personal business days.

Four (4) working days shall be granted as special personal leave for a death in the immediate family. Such leave cannot be accumulated and will not be deducted from sick leave. Immediate family shall include: parent, child, spouse, sister, brother, father or mother-in-law, paternal or maternal grandparents, grandchild or any other relative living in the immediate household. Two (2) days shall be granted for the death of a sister or brother-in-law. The District may require proof of death, relationship, or residency.

Part-time employees will be compensated at his/her hourly rate of pay on the basis of his/her basic assigned hours daily.

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

**VERIFICATION OF ENTITLEMENT OF HEALTH AND DENTAL COVERAGE**

\_\_\_\_\_  
(Last Name) (First) (Middle Initial)

\_\_\_\_\_  
(Address) (Social Security Number)

To: Board of Education

Pursuant to Article IV, Section A, Item #3 of the Agreement, I hereby affirm the following:

Spouse answers questions 1, 2 & 3

Dependent(s) answer questions 1, 3 & 4

1. Employed and eligible for any group plan?

☐ Yes ☐ No If Yes, \_\_\_\_\_  
Date

2. Remarried?

☐ Yes ☐ No If Yes, \_\_\_\_\_  
Date of Remarriage

3. Disabled?

☐ Yes ☐ No If No, \_\_\_\_\_  
Date First Day Reemployable

4. Dependent enrolled as a full-time student under 25 years of age and unmarried?

☐ Yes ☐ No If No, \_\_\_\_\_  
Date Schooling Ended

or \_\_\_\_\_  
Date of Marriage

Failure to return this form completed within five (5) working days of receipt will result in termination of coverage.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
Notary Public

APPENDIX I



NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

**DESIGNATION OF DEATH BENEFIT BENEFICIARY**

I, \_\_\_\_\_, hereby designate the following  
(Print Full Name)

person(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to be the beneficiary of my death benefit in accordance with ARTICLE IV Insurance Sec. D

\_\_\_\_\_  
Signature

\_\_\_\_\_ Witness

\_\_\_\_\_ Date

Form to be completed in triplicate.

cc: Business Office  
Personnel File  
Employee Copy

SEE REVERSE SIDE FOR NAMING OF BENEFICIARY

## NAMING THE BENEFICIARY

It is important that your beneficiary designation be clear so that there will be no question as to your meaning.

The following are the most common designations:

John Doe, Husband, (NOT Mr. John Doe).

John Doe, Husband, if living, otherwise to Joseph W. Doe, Son.

John Doe, Husband, if living, otherwise to Jane Doe, Daughter and Joseph W. Doe, Son, in equal shares, or to the survivor.

Estate of Insured.

If you name more than one beneficiary with unequal shares, please show the amount to be paid to each beneficiary in fractional parts; for example, " $\frac{2}{3}$  to Mary Jones, Mother and  $\frac{1}{3}$  to John Jones, Husband."

Please state age and relationship of each beneficiary. If the beneficiary is not related to you either by blood or marriage, insert the words, "Not Related" and state address of beneficiary.

This form must be made out in triplicate and the signature must be in ink. Do not erase. If corrections are necessary, line out the error and initial the correction.

In the event an employee requests a change in beneficiary, it shall be the responsibility of the employee to resubmit, in triplicate, a new Appendix J Form.

## 751 RETIREMENT PLAN

## APPENDIX K

NORTH BABYLON UNION FREE SCHOOL DISTRICT  
North Babylon, New York

**DECLINATION OF HEALTH AND/OR DENTAL BENEFITS**  
(Please Print)

\_\_\_\_\_  
(Last Name) (First) (Middle Initial) (Building)

\_\_\_\_\_  
(Address) (Social Security No.)

To: Board of Education

Pursuant to Article IV, Section A of the Agreement, I hereby decline the health and dental benefits, to be effective the first day of \_\_\_\_\_, 20\_\_\_\_.  
(Month)

In consideration of this, the sum of \$700 for health and dental benefits will be transmitted by the District before June 30 of each year (less than a full year will be prorated).

This declination shall remain in full force and effect while employed in North Babylon or unless revoked by me in writing. This declination is subject to the terms and conditions of the contract between the North Babylon Board of Education and the Custodian, Custodian-Bus Driver Association, Local 237 of the International Brotherhood of Teamsters.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**NORTH BABYLON UNION FREE SCHOOL DISTRICT**  
North Babylon, New York

The North Babylon Union Free School District hereby advises students, parents, employees and the general public that it offers employment and educational opportunities including vocational education opportunities, without regard to sex, race, color, national origin or handicap. Inquiries regarding this non-discrimination policy may be directed to:

Title IX Coordinator & Section 504 Coordinator  
Five Jardine Place  
North Babylon, New York 11703

In each District Building, Title IX and 504 Grievance Procedures are available that provide for prompt and equitable resolution of complaints alleging discrimination based upon sex or handicap.

\* \* \* \*

Affirmative Action/Equal Opportunity Employer